

Exhibit 13

010817MikelbergROUGHDraft.txt

20 In my aspect. I own the opportunity to do with it as
21 needed. Depending on contracts I have with people.

22 Q. So do you have a contract with Cowen?

23 A. I do.

24 Q. Do you understand who Cowen is?

25 A. Yes, I know who they are. Been working with

11

ROUGH DRAFT

1 them for about a year.

2 Q. What are the terms of your contract with
3 Cowen?

4 A. I don't know if I'm able to disclose that.

5 Q. Is there a confidentiality clause in there?

6 A. I don't have it in front of me. I wasn't told
7 to bring it and I don't know. I can go home and get it.

8 Q. That would have been responsive to the
9 subpoena I served and you. If you have it. To the
10 extent that Cowen was involved. We can talk about it
11 later and we have to don't deposition until we solve
12 that issue but we will look at the subpoena on a break
13 and we will talk about it. Is that contract in writing?

14 A. Yes.

15 Q. Did you negotiate that contract with Brad
16 Schwab?

010817MikelbergROUGHDraft.txt

14 that point my job was done.

15 MS. LEWIS-GRUSS: I don't have any more
16 questions for you at this time.

17 THE WITNESS: Great.

18 MS. LEWIS-GRUSS: Mr. Chupak is entitled to
19 ask you questions.

20 THE WITNESS: Sure.

21 CROSS (BARRETT MIKELBERG)

22 BY MR. CHUBAK:

23 Q. I would like to go back to Exhibit 22
24 somewhere in this pile.

25 A. All right, yes.

77

ROUGH DRAFT

1 Q. Can you tell me understanding that you hadn't
2 produced the contract with Cowen and that you don't have
3 in front of you what the operative terms are?

4 A. Yes, I would get paid a spread, a percentage
5 of the gross spread. Between buy and sell. The number
6 agreed to was 15 percent.

7 Q. So --

8 A. So for example if -- you don't need an example
9 if you ask for one I'll give you one.

10 Q. That formula implies that Cowen isn't putting

010817MikelbergROUGHDraft.txt

2 Q. What did Brad say in response you are or
3 aren't owed money did he agree or disagree or did he say
4 do nothing?

5 A. Can I go off the record for a second?

6 Q. I would prefer you answer the question.

7 A. Brad told me or projected towards me that
8 there was some problems internally and I wasn't going to
9 get paid on this.

10 Q. Did he tell you what those internal problems
11 were?

12 A. Specifically he couldn't tell me. I've known
13 Brad for a long time. I know he wouldn't intentionally
14 hurt me.

15 Q. Have you been paid on this claim to date?

16 A. Zero.

17 Q. Have you reached out to anyone other than Brad
18 about getting paid on this trade?

19 A. In fear of getting fired no.

20 Q. How many times have you reached out to Brad
21 about this?

22 A. Handful. Every time I saw the contact lined
23 up I was pissed.

24 Q. When was the last time you reached out to Brad
25 about this?

010817MikelbergROUGHDraft.txt

14 Sometimes I'm privy to the back and forth of the
15 assignment going through lawyers and helping
16 coordinate that but never have I seen money sent
17 without a final assignment executed never seen it
18 done. That doesn't mean it hasn't been done with
19 other companies I have never seen it done.

20 MR. CHUBAK: I have no further questions.
21 Going to reiterate Ayanna's request that you
22 forward us your contract with Cowen.

23 THE WITNESS: I can do that. I don't think --
24 I don't believe I have any restrictions that I
25 can't -- I don't believe I do. I can forward you

85

ROUGH DRAFT

1 that.

2 MR. CHUBAK: Okay.

3 THE WITNESS: That's easy.

4 MS. LEWIS-GRUSS: I'm going to ask a couple
5 redirect questions.

6 THE WITNESS: Sure.

7 REDIRECT (BARRETT MIKELBERG)

8 BY MS. LEWIS-GRUSS:

9 Q. You've said multiple times you're a sourcer;
10 is that correct?